



# The Livingston County Historical Society

P.O. BOX 680  
PONTIAC, ILLINOIS 61764



## MANAGEMENT AGREEMENT & ADDENDUM

This agreement is made the 14th day of March, 2005, between the Livingston County Historical Society, a not-for-profit organization, hereafter referred to as the "Society", of Livingston County, Illinois, and Beth Close, an independent contractor, hereinafter referred to as "curator", of Pontiac, Illinois.

Whereas, it is the stated purpose of the "Society" to preserve for present and future generations a portion of the historical heritage of this community; and

Whereas, the "Society" has entered into a contract dated May 18, 1990, with the City of Pontiac to manage the Catharine V. Yost Art Gallery and Museum hereinafter referred to as "the Yost House"; and

Whereas, the City has appointed the "Society" as the exclusive agent for the management of the property described as follows:

Tract 1: The Yost House at 298 West Water, Pontiac, IL. All that part of Plum Street in the Original Town, now City of Pontiac, County of Livingston, and State of Illinois lying South of the South line of Water Street in said City of Pontiac and North of the center of the Vermillion River, as originally platted, dedicated, and donated by Henry Weed, deceased, but vacated by the City of Pontiac, by an ordinance duly passed by the City Council of said City of Pontiac and approved by the Mayor thereof November 20, 1896, situated in the County of Livingston and State of Illinois.

Whereas, the "Society" has determined that it is necessary and desirable to better execute their duties under the agreement with the City of Pontiac for "the Yost House" to enter into a contract with an independent contractor to act as curator for "the Yost House"; and

Whereas, Beth Close of Pontiac, Illinois is desirous of serving as curator acting as independent contractor; and

Whereas, the "Society" acting through its duly elected officers and/or appointed committees shall have the exclusive right to make decisions in regard to the management of "the Yost House" under the terms of their agreement with the City of Pontiac desire to enter into an agreement with the curator, acting as an independent contractor, for the performance of certain duties in connection with "the Yost House".

Whereof, the parties hereto agree as follows:

1. This agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall remain in effect for six (6) months at which time the parties will determine renewal.
2. That this agreement may be terminated without cause by either party giving thirty (30) days written notice of termination to the other party.
3. That the curator shall serve in such a capacity and perform such duties as are hereinafter provided but shall not receive any cash remuneration from the "Society" or from the City of Pontiac.
4. The curator shall receive as sole consideration for performance of her duties hereunder the right to reside in "the Yost House". Certain portions of "the Yost House" as designated by the "Society" shall be set aside for the sole purpose of providing residential quarters for the curator.
5. The curator shall have access to the entire "Yost House" but she shall not use any of the public portions of said residence for her own personal use and entertainment except upon the approval of the "Society".
6. The "Society" shall not be responsible for any insurance coverage for the curator. It shall be the curator's responsibility to provide all insurance coverage for herself, her family, or her employees such as liability insurance, workmen's compensation insurance, health insurance, unemployment insurance, or any other form of insurance whatsoever.
7. The curator shall have the following duties and such other duties as shall be agreed to by and between the curator and the "Society":
  - A. The curator shall reside on the premises in quarters designated for her use by the "Society". The curator shall not be absent from "the Yost House" for a period of longer than twenty-four (24) hours except upon written notice to the "Society" of such absence so that additional coverage for the protection of the facility can be arranged by the "Society".



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Whereas, the "Society" acting through its duly elected officers and/or appointed committees shall have the exclusive right to make decisions in regard to the management of "the Yost House" under the terms of their agreement with the City of Pontiac desire to enter into an agreement with the curator, acting as an independent contractor, for the performance of certain duties in connection with "the Yost House".

Whereof, the parties hereto agree as follows:

1. This agreement shall become effective on the \_\_\_\_\_ day of March, 2005 and shall automatically be renewed annually for a similar period, until terminated in accordance with provisions of this agreement.
2. That this agreement may be terminated without cause by either party giving sixty (60) days written notice of termination to the other party.
3. That the curator shall serve in such a capacity and perform such duties as are hereinafter provided but shall not receive any cash remuneration from the "Society" or from the City of Pontiac.
4. The curator shall receive as sole consideration for performance of her duties hereunder the right to reside in "the Yost House". Certain portions of "the Yost House" as designated by the "Society" shall be set aside for the sole purpose of providing residential quarters for the curator.
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6. The "Society" shall not be responsible for any insurance coverage for the curator. It shall be the curator's responsibility to provide all insurance coverage for herself, her family, or her employees such as liability insurance, workmen's compensation insurance, health insurance, unemployment insurance, or any other form of insurance whatsoever.
7. The curator shall have the following duties and such other duties as shall be agreed to by and between the curator and the "Society":
  - A. The curator shall reside on the premises in quarters designated for her use by the "Society". The curator shall not be absent from "the Yost House" for a period of longer than twenty-four (24) hours except upon written notice to the "Society" of such absence so that additional coverage for the protection of the facility can be arranged by the "Society".

- B. The curator shall be responsible for organizing and cataloging "the Yost House" and the personal property associated with the house so that the same can be displayed to the public as a museum.
- C. The curator will work in conjunction with and under the direction of the Yost Museum Committee appointed by the "Society" to manage "the Yost House". The curator will report to the Yost Museum Committee and be answerable to that committee, as representative of the "Society".
- D. That the curator will be responsible for the ongoing and daily maintenance and cleaning of "the Yost House" and the personal property located therein. If additional help is required to perform this function the curator shall request through the Yost Museum Committee the additional help needed. The payment of any costs of such additional help shall be agreed to by and between the curator and the "Society". The curator shall be responsible for displaying the residence as a museum of a home of the vintage of "the Yost House" at such times as shall be established by the "Society".
- E. The curator shall be responsible for working with the Yost Museum Committee to provide changing displays of artifacts for public viewing.
- F. The curator shall be responsible for the protection and storage of all personal property and artifacts located or kept at "the Yost House". It shall be the responsibility of the "Society" to work with the City of Pontiac in providing upkeep, maintenance, and repair.
- G. It shall be the responsibility of the curator to report to the "Society's" Yost Museum Committee any recommendations for needed maintenance, repair, and upkeep to "the Yost House." It shall be the responsibility of the "Society" to work with the City of Pontiac in providing maintenance, repair, and upkeep.
- H. The curator will work with the "Society's" Yost Museum Committee to provide a suggested budget for the operation of "the Yost House". The Yost Committee will communicate its recommendations to the Historical Society Board. The approval of such budget shall be the responsibility of the "Society" in connection with the City of Pontiac.
- I. The curator will submit written reports to the "Society's" Yost Museum Committee describing activity at "the Yost House". These reports will be submitted at regular intervals defined by the Yost Museum Committee. The curator will keep current records of museum service to the community, volunteer service to the museum, projects in progress, etcetera, for inclusion in these reports.



8. The duties of the "Society" shall be as follows:

- A. To provide "the Yost House" per an agreement with the City of Pontiac for use as a museum and for public display.
- B. To designate certain portions of "the Yost House" for the personal use and residence of the curator.
- C. To provide for the payment of all insurance and utilities of "the Yost House" per the terms of the agreement of the "Society" with the City of Pontiac.
- D. To work with the City of Pontiac in providing for maintenance, repair, and restoration of "the Yost House".
- E. To provide volunteers from the "Society's" membership to help in the ongoing operation and display of "the Yost House" as a public museum.
- F. To prepare a budget for submission to the City of Pontiac for the maintenance and operation of "the Yost House".

9. It is further agreed that the curator shall have no authority to obligate the "Society" or the City of Pontiac in any way for any costs connected with the operation of "the Yost House" except as may hereinafter be provided between the "Society's" Yost Museum Committee and the curator.

10. That the Last Will and Testament of J. Paul Yost created the J. Paul Yost Trust for the uses and purposes as set forth in his Last Will and Testament. That the curator, the "Society", the Yost Museum Committee, and the City agree that they shall work in concert with the trust to carry out the wishes of the benefactor, J. Paul Yost.

11. That the curator is not to erect or permit to be erected upon said premises, any structure, buildings, movable or permanent, fences or signs of any kind whatsoever, except with written consent of the "Society".

12. The curator and the "Society" acknowledge that the curator is a volunteer. That the curator has some knowledge but is not an expert in the management and maintenance of a museum. That the curator shall make her best effort to maintain and preserve "the Yost House" and the personal property in as good a condition as at the time it was turned over to the "Society" for management, but shall not be liable for any loss or diminution of its value during the period covered by this agreement or any extension thereof arising from the ordinary wear and tear on "the Yost House" as may occur from the implementation of this agreement or the use and purposes as set forth in this contract.

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13. That the "Society"/Yost Museum Committee/City reserves the right to enter upon said premises at any time for the purposes of inspecting the premises. Prior notification will be given to the curator before entering upon said premises, except in cases of emergency.
14. The parties agreed that this agreement is personal to the "Society" and the curator and cannot be assigned by either party without written consent of the other.
15. This agreement shall be construed in accordance with the laws of the State of Illinois.
16. All notices or written consents to be given hereunder by either party to the other may be effected either by personal delivery or by registered mail or certified mail, return receipt requested.

IN WITNESS WHEREOF, we affix our signatures this 13th day of March, 2005


LIVINGSTON COUNTY HISTORICAL SOCIETY

By

  
President

ATTEST:

  
Secretary

  
Curator

Catharine V.  
Yost Museum  
Addendum to Management Agreement  
February 14, 2005

This addendum to the Catharine V. Yost Museum Management Agreement is written by the Yost House Committee of the Livingston County Historical Society to clarify curator duties.

- 1.) The curator reports to the Yost House Committee on all matters. The Committee forwards all curator reports to the Livingston County Historical Society Board of Directors for approval or any necessary action. The curator should adhere strictly to this chain of command.
- 2.) All new projects undertaken by the curator must be approved by the Yost House Committee prior to initiation.
- 3.) The Catharine V. Yost House is managed by the Livingston County Historical Society and funded by the Yost Trust. The curator shall not undertake any fund raiser for the museum. Fundraisers are undertaken by the Livingston County Historical Society, not by the sub committee of Historical Society or the curator of the museum.
- 4.) The curator shall notify the committee if an absence of longer than 24 hours is necessary so that members of the committee can be available to monitor the house.
- 5.) The curator shall not spend funds for the Yost House without prior agreement from the Yost House Committee.
- 6.) The curator should make recommendations to the Yost House Committee regarding repairs and improvements to the property but shall not undertake or promote these projects without prior committee direction and approval.
- 7.) It is the curator's responsibility to conduct tours of the Catharine V. Yost Museum during normal open hours which are Sundays from 2:00 to 4:00 pm May 1<sup>st</sup> through December 31<sup>st</sup>. Additional tours can be scheduled to accommodate groups or individuals. Any change of normal open hours must be agreed upon by the committee and the curator.



8.) Projects such as new brochures, internship programs, grant writing, cataloging, special displays are all examples of work that must be brought before the committee and formally agreed upon by both parties.

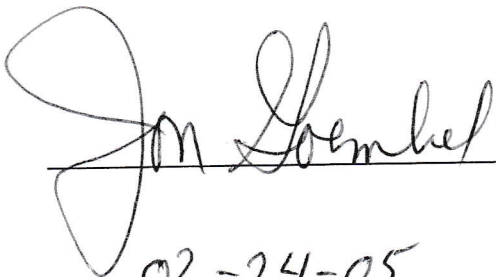
9.) Curator shall submit monthly written reports to the committee summarizing the work and activities of the museum. These reports should include number of visitors, volunteer hours and donations made.

10.) All donations should be turned in to the committee at monthly meetings for submission to the City of Pontiac. Receipts for donations must be obtained and kept by the chairman of the Yost House Committee.

11.) Curator should keep the Yost house presentable to the public but should request assistance from the committee for cleaning that cannot be undertaken due to health concerns.

12.) Any deviation from the Management Agreement and/or this addendum may be cause for termination of the Management Agreement.

13.) Yost House artifacts shall not be loaned out without prior written approval of the Yost House Committee.



03-24-05  
Date

Representative of the Yost Committee



Mar. 14, 2005  
Date

Curator